

**EXHIBIT # 1**

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TO: HARRIS CORPORATION (HARRIS CORP.)  
1025 W. NASA Blvd.  
Melbourne, FL.  
32919

FROM: ANTHONY J. MARCANTONI  
# 20283-179  
Federal Correctional Institution-ELKTON  
P.O. BOX 10  
Lisbon, Ohio  
44432

RE: NOTICE OF CONSTITUTIONAL VIOLATIONS IN THE DEVELOPMENT AND SALE OF CERTAIN WIRELESS COLLECTION EQUIPMENT/TECHNOLOGY (i.e., Cell Site Locator Device, commonly referred to as a "Stingray," and/or "Triggerfish" etc.) WITH THE INTENT TO SURREPTITIOUSLY WITHOLD SUCH FROM THE GENERAL PUBLIC TO THE INJURY OF THE PERSON NAMED ANTHONY J. MARCANTONI AND OTHERS NAMED AND UNAMED:

Representative(s) of Harris Corp.,

I am ANTHONY J. MARCANTONI, a Defendant/Petitioner in a Federal Criminal case taken from the United States District Court for the District of Maryland (Greenbelt) in case no. RWT-10-0777. See United States V. Marcantoni.

Durring the course of the littigation in the case above mentioned that the original investigating Detectives of the Baltimore County Police Departments Narcotics Section (One Detective Steven Sodd # 4072) did in fact intercept wire communications of One Jacob HARRYMAN , which was a principle target of the investigation. That as the result of that intercept, he in fact, thereafter, made use of what he later described as " other investigative techniques" to discover a subsequent LINE J to which lead to the investigation and ultimate arrest and seizure of evidence and conviction therewith against me in the above cited case no. (See EXHIBIT # 1, Attachment A, hereto)

This called me to delve further into the facts, however, as to my defense attorney's prior connections to the United States Attorney's Office for the District of Maryland (the Office of Prosecution) he assisted in the concealment of information surrounding this "other investigative techniques" to which later was determined to be the use of a clandestine device called a "Stingray."

This information did not come to the light until I was already sentenced as the result of the inducement by said attorney to forgo rights in the matter via plea agreement, however, this unbeknownst to the above mentioned facts.

Thereafter, durring the preparation for collateral proceeding's in the matter, I did in fact discover that this Corporation and this law enforcement agency, including THE BALTIMORE POLICE, THE STATES'S ATTORNEY'S OFFICE FOR BALTIMORE CITY (Collectively the investigating agency), and THE FBI (Federal Bureau of Investigation) are in the possession and did use this device, and therewith actually have a agreement/contract (i.e., Non-Disclosure Agreement) with this corporation (The developement company) not to disclose any information regarding this device.( See Exh. #1, Att. B)

This contract primarily agrees "not to disclose" the contents of said clandestine device and it's functions to the Public nor anyone else for that matter including a criminal defendant. That in the event one seeks to discover the information regarding such, this corporation and law enforcement agency is to notify the FBI and "allow time for the FBI to intervene and protect the equiptment/technology and information from disclosure and potential compromise. (See Id. 5) This is non-exhaustie to the contents of this agreement as violative.

I presume that as an American corporation or a corporation doing business in America, this corporation is aware of the Constitution of the United States (i.e., U.S. Constitution and/or any variations thereof) and the laws associated therewith. That in pertinent part, the Fourth Amendment (Art.in Amendment IV) provides:

..."[t]he right of the People to be secure in their persons, houses, papers and effects, against unreasonable searches and seizures, shall not be violated." U.S. Const. amend IV.

That, " a 'search' occurs where the government invades a matter in which a person has an expectation of privacy that society is willing to recognize as reasonable." See Kyllo V. United States, 533 U.S. 27, 33, 121 S.Ct. 2038, 150-L.Ed.2d. 94 (2001)

And, "[w]here the government uses a device that is not in general public use to explore details of the home that would previously have been unknowable without physical intrusion, the surveillance is a 'search' and is presumptively unreasonable without a warrant." Id. at 40

That the developement of devices designed to circumvent clearly established law, and to invade the privacies of life, and the home, which is the chief evil against which the Fourth Amendment is directed, See United States-V. Hill, 649 F.3d.258,269 (4th Cir. 2011)(quoting Payton V. New York, 445 U.S.-573, 100 S.Ct. 1371, 63 L.Ed.2d. 639 (1980)) This is "flagrant misconduct." See Hill, Id.(Citing Braown V. Illinois, 422 U.S. 590, 603-04, 95 S.Ct. 2254, 45 L.Ed. 2d. 416 (1975))

That the sale of this device to law enforcement, knowing that such will be used, and cannot per terms of the agreement be disclosed to anyone including a criminal defendant injured by the use of such, is prima facie evident

...of the "intent" to violate these rights guaranteed under the Constitution and laws before mentioned as non-exhaustive. Furthermore, the knowing use of such in violation of said rights and laws is ipso facto an act to conspire with these user(s) of said device to violate the Constitutional rights and laws therewith.

These actions are in violation of not only the "general Public's Rights," but as to the law enforcement agency's use of such to locate my Home (to where the cell-site signals emitted from) and therewith secure purported evidence and my arrest in the matter before mentioned and thus of mine entirely.

Please be advised and take NOTICE that the developement and use of this device under these premise are recoverable via suit under 42 U.S.C. §1983, and it's counterparts at Bivens V. Six Unknown Federal Agents, also 18 U.S.C. § 241, and 242 non-exhaustive.

THEREFORE this corporation and it's owners (et al) including it's sub-corporations under the principles of "NOTICE TO THE PRINCIPLE IS NOTICE TO THE AGENT, NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPLE," is hereby and therewith placed on NOTICE that you have in fact violated mine and virtually "every American Citizen's" Right's under the Fourth Amendment by the development and sale of this clandestine device under the Non-Disclosure contract therewith.

That, therewith, I am seeking merely to redress my grievance as a VICTIM of these activities suffered as the result thereof. However, in good-faith, if this Corporation would simply adhere to it's agreement and the elements therein to demand that the agency (And or FBI) dismiss the action taken against me in the matter, which would be a remedy in the form of "Specific - Performance of the contract" this may be considered an informal ressolution of the matter. However, if this corporation chooses to refrain from remedy of such please be advised that you have violated these rights and laws and have further caused injury as the result and I will move forward to recover for damages in the form of monetary payment(s) respectively. Further, and therewith, I will disclose of this information to the public at large so that they too may move to recover and protest to the actions of this corporation in this matter.

Please also take NOTICE that there is currently judicial recovery as the result of the collateral proceeding's herein mentioned before the Supreme Court of the United States and pursuant to your good faith cooperation in this matter to redress informally, you may contact the government's representative the Solicitor General of The United States, U.S.Dept. of Justice, 950 Pennsylvania Ave., N.W., RM 5614, Washington, D.C. 20530-0001 for notice thereof.

Nonetheless, as to the collateral discovery of this information, and the notices herein therewith, you may seek the reopening of this case via the available mechanisms for such under Fed.R.Civ.P.60(b),(d) and the like.

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This could be by notice to the United States Attorney for the District of Maryland, and or the U.S. Attorney General's Office, so that the informal resolution can be effectuated.

However, notices herein are made, and you have 30 day(s) with which to notify me of your intentions of how you wish to proceed. If you do so, please by writting to me here at the institution via certified mail, return receipt.

Nonetheless, be advised that in the event you do not wish to cooperate with me in this matter that further suit will take commencement and action therewith to recover monetarily.

Please also take notice, that there was the original claim in court in the collateral proceeding's to recover as to the criminal case in this matter that alleged the attorney STEVEN H. LEVINE was laboring under a conflict of interest as to his prior position as Assistant United States Attorney for the District of Maryland at the time this device was sold to the Baltimore City and County, however as FCC rules made neccessary the FBI had to be notified of this transaction (See id. Non-Disclosure Agreement)

Presumably, the Federal Government (FBI) and the U.S. Attorney's Office therewith purchased one of these devices as well ? Or said U.S. Attorney's Office had represented the FBI and or otherwise transacted this business ? In the event this corporation would forward evidence that the U.S. Attorney's Office, primarily Mr. Steven H. Levine participated in this activity (i.e., any contract, or signature etc.) to me here at the institution with direct delievery hand-to-hand, then this may be considered as the informal resolution before mentioned.

However, if you do not, forward this evidence, and it is later discovered then this will be considered "bad faith litigation, " and a further act of withholding from me and the public of this activity and will add to the request for redress.

With these offers of settlement and notices thereto, I am respectfully presented and patiently await a response in this matter looking forward to your cooperation thereto.

Until then I AM respectfully,

 2/15/17  
ANTHONY J. MARCANTONI-#20283-179